

ENDORSEMENT No. 3

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**Commercial Umbrella Liability Policy With CrisisResponse®**

**Aggregate Limit Endorsement  
With Products-Completed Operations Hazard Limitation  
(Programs)**

This policy is amended as follows:

Section IV. LIMITS OF INSURANCE is amended to include the following additional provisions:

- i.) If **Scheduled Underlying Insurance** provides that a separate Limit of Insurance will apply to each location for which coverage applies under this policy, then the Aggregate Limits stated in Item 3. of the Declarations shall apply separately to each such location(s). This provision i.) shall not apply if the underlying aggregate limit is capped or sublimited in any way.
- ii.) Additionally, where **Scheduled Underlying Insurance** provides that damages included within the **Products-Completed Operations Hazard** erode the General Aggregate Limit, then solely with respect to the coverage provided by this policy in excess of such **Scheduled Underlying Insurance**, provision i.) above shall not apply and this policy is amended as follows:

ITEM 3C. of the DECLARATIONS is deleted in its entirety.

Section IV. LIMITS OF INSURANCE, Paragraphs B. and C. are deleted in their entireties and Paragraph B. is replaced by the following:

The General Aggregate Limit stated in Item 3B of the Declarations is the most we will pay for all damages covered under this policy, except for damages because of **Bodily Injury** or **Property Damage** to which this policy applies, caused by an **Occurrence** and resulting from the ownership, maintenance or use of an **Auto** covered under **Scheduled Underlying Insurance**.

If **Scheduled Underlying Insurance** provides that a separate Limit of Insurance will apply to each location for which coverage applies under this policy and such Limit of Insurance is not capped or sublimited in any way, then the General Aggregate Limit of Insurance stated in Item 3B of the Declarations will apply separately to each location for which coverage applies under this policy if **Scheduled Underlying Insurance** also provides a separate Limit of Insurance for such location(s).

Section V. EXCLUSIONS is amended to include the following additional exclusion:

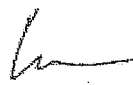
**Products-Completed Operations Hazard**

This insurance does not apply to any liability included within the **Products-Completed Operations Hazard**.

However, if insurance for such liability is provided by **Scheduled Underlying Insurance**:

1. This exclusion shall not apply; and
2. Coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

  
\_\_\_\_\_  
Christopher G. Kopser  
Authorized Representative  
or Countersignature (Where Applicable)

ENDORSEMENT No. 4

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Commercial General Liability Limitation Endorsement**

This policy is amended as follow:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

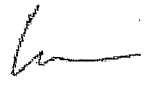
**Commercial General Liability**

This insurance does not apply to Commercial General Liability.

However, if insurance for Commercial General Liability is provided by a policy listed in **Scheduled Underlying Insurance**:

1. This exclusion shall not apply; and
2. Coverage under this policy will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

All other terms, definitions, conditions and exclusions remain unchanged.

  
Christopher G. Kopser

Authorized Representative  
or Countersignature (Where Applicable)

ENDORSEMENT No. 5

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

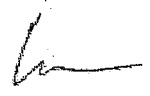
Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

COVERAGE TERRITORY ENDORSEMENT

*This endorsement modifies insurance provided under the following:*

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

  
Christopher G. Kopser

Authorized Representative

ENDORSEMENT No. 6

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**Commercial Umbrella Liability Policy with CrisisResponse®**

**CrisisResponse Coverage Enhancement Endorsement**

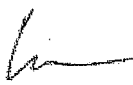
This policy is amended as follows:

It is understood and agreed that in every instance in which the phrase "CrisisResponse Sublimit of Insurance" is referenced in this policy and/or its endorsements, the phrase "CrisisResponse Limit of Insurance" shall be substituted.

Section IV. LIMITS OF INSURANCE, Paragraph I. is deleted in its entirety and replaced by the following:

- I. The CrisisResponse Limit of Insurance is the most we will pay for all CrisisResponse Costs under this policy, regardless of the number of Crisis Management Events first commencing during the Policy Period. This CrisisResponse Limit of Insurance will be in addition to the applicable Limit of Insurance.

All other terms, conditions, definitions and exclusions of this policy remain unchanged.

  
Christopher G. Kopser

Authorized Representative  
or Countersignature (Where Applicable)

ENDORSEMENT No. 7

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**Commercial Umbrella Liability Policy With CrisisResponse®**

**Construction Excluded Hazards Exclusion Endorsement  
(Construction Operations, EIFS, and Wrap-Ups)**

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

**Construction Operations**

This insurance does not apply to any liability arising out of **Construction Operations**. This exclusion applies whether or not the **Construction Operations** have been completed or are ongoing.

However, this exclusion does not apply to **Bodily Injury** or **Property Damage** arising out of **Non-Structural Improvements** performed by or on behalf of the **Insured**.

**Exterior Insulation and Finish Systems**

This insurance does not apply to **Bodily Injury**, **Property Damage** or **Personal Injury and Advertising Injury**, included within the **Products-Completed Operations Hazard**, arising in whole or in part out of the design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement of an Exterior Insulation and Finish System (EIFS), synthetic stucco, or any part thereof, including the application or use of paints, conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such product.

**Wrap-up**

This insurance does not apply to **Bodily Injury**, **Property Damage**, or **Personal Injury and Advertising Injury** arising out of any projects or operations involving a wrap-up, owner controlled insurance program (OCIP), owner and contractors protective liability program (OCP) or similar insurance plan which the **Insured** has a financial interest.

Section VII. DEFINITIONS is amended to include the following additional definitions:

**Construction Operations** means any activity by or on behalf of any **Insured**, in any capacity, regarding, related to, or in support of the erection, remodeling, demolition, wrecking or structural repairing of a building on land.

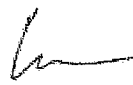
**Non-Structural Improvements** means **Construction Operations** that do not relate to the erection, repair, improvement, demolition, wrecking or replacement of:

1. building frames;
2. building foundations;
3. load-bearing walls;

4. columns, girders, trusses, beams and spandrels that are necessary to the stability of the building structure; or
5. any other element or component of a building necessary to the stability of the building structure.

**Non-Structural Improvements** include the installation, repair, improvement, and replacement of fixtures.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

  
\_\_\_\_\_  
Christopher G. Kopser  
**Authorized Representative**  
or Countersignature (Where Applicable)

ENDORSEMENT No. 8

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Coverage Limited to Designated Premises Endorsement  
(Programs Version)**

This policy is amended as follows:

Section I. INSURING AGREEMENT - COMMERCIAL UMBRELLA LIABILITY is amended to include the following additional provision:

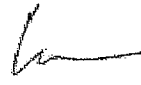
This insurance will only apply to Bodily Injury, Property Damage or Personal Injury and Advertising Injury arising out of:

1. the ownership, maintenance or use of the designated premises listed below or any property located on the premises listed below; or
2. operations on the premises listed below or operations elsewhere that are necessary or incidental to the ownership, maintenance or use of the premises listed below.

Description and Location of Premises:

If no Premises are listed above, please refer to list of designated premises on file with the Company and/or listed under Scheduled Underlying Insurance.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

  
Christopher G. Kopser

Authorized Representative or  
Countersignature (Where Applicable)



ENDORSEMENT No. 9

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Duties in the Event of an Occurrence, Claim or Suit and  
Schedule A - Approved Crisis Management Firms**

Solely as respects coverage provided by **Section II INSURING AGREEMENT - CRISISRESPONSE<sup>SM</sup> AND EXCESS CASUALTY CRISIS FUND®**, the following conditions are added to Section VI. Conditions, Paragraph G. Duties in the Event of an Occurrence, Claim or Suit:

You must report any **Crisis Management Event** to us within twenty-four (24) hours of the time that a **Key Executive** first becomes aware of an **Occurrence** that gives rise to a **Crisis Management Event** or as soon as practicable to be eligible for the advancement of **CrisisResponse Costs** and the payment of **Crisis Management Loss**.

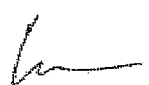
Notice of a **Crisis Management Event** may be given by calling 1-877-AIG-3100. If notice is given by telephone, written notice will be given as soon as practicable thereafter. Written notice should include:

1. how, when and where the **Crisis Management Event** is taking or took place;
2. the names and addresses of any injured persons and any witnesses; and
3. the nature and location of any injury or damage arising out of the **Crisis Management Event**.

Written notice should be mailed or delivered to:

AIG Domestic Claims, Inc.  
Excess Casualty Claims Department  
Segmentation Unit  
175 Water Street, 22nd Floor  
New York, NY 10038  
Fax: (866) 743-4376  
E-mail: excessfnol@aig.com

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

  
\_\_\_\_\_  
Christopher G. Kopser  
Authorized Representative  
or Countersignature (Where Applicable)

Schedule A

Approved Crisis Management Firms

The following firms are approved Crisis Management Firms:

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
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The Abernathy MacGregor Group

501 Madison Avenue  
New York, NY 10022

James T. MacGregor  
(212) 371-5999 Office  
(646) 236-3271 Cell  
(212) 752-0723 Fax  
(212) 343-0818 Home  
[jtm@abmac.com](mailto:jtm@abmac.com)

(917) 449-9964

Public Relations and  
Crisis Management

Rhonda Barnat  
(212) 371-5999 Office  
(917) 912-6378 Cell  
(212) 752-0723 Fax  
(646) 478-8740 Home  
[rb@abmac.com](mailto:rb@abmac.com)

611 West Sixth Street,  
Suite 1880  
Los Angeles, CA 90017

Ian D. Campbell  
(213) 630-6550 Office  
(213) 489-3443 Cell  
(213) 489-3443 Fax  
(818) 957-5650 Home  
(818) 541-0954 Home Fax  
[idc@abmac.com](mailto:idc@abmac.com)

(818) 750-4392  
(917) 940-3476

Bright Light Marketing Group (Hawaii Only)

1001 Bishop Street,  
Suite 900  
Honolulu, Hawaii  
96813-3429

Charlene Lo Chan  
(808) 275-3007 Direct  
(808) 524-6441 Office  
(808) 781-7733 Cell  
(808) 524-8115 Fax  
[charlene@brightlightmarketing.com](mailto:charlene@brightlightmarketing.com)

Public Relations and  
Crisis Management

Edelman Public Relations Worldwide

200 East Randolph  
Street, 63<sup>rd</sup> Floor  
Chicago, IL 60601

Bill Keegan  
(312) 240-2624 Direct  
(312) 240-3000 Office  
(312) 927-8424 Cell  
(312) 240-2900 Fax  
[bill.keegan@edelman.com](mailto:bill.keegan@edelman.com)

International Public  
Relations and Crisis  
Management

1500 Broadway,  
26<sup>th</sup> Floor  
New York, NY

Chris Deri  
(212) 704-4526 Office  
(212) 391-6389 Fax  
(917) 783-6771 Cell  
[chris.der@edelman.com](mailto:chris.der@edelman.com)

**Edward Howard and Company**

1100 Superior Avenue;  
Suite 1600  
Cleveland, OH  
44114-2518

Wayne Hill  
(216) 781-2400 Office  
(216) 408-1211 Cell  
[whill@edwardhoward.com](mailto:whill@edwardhoward.com)

Public Relations and  
Crisis Management

**Fleishman-Hilliard, Inc.**

John Hancock Center  
875 N. Michigan  
Avenue, Suite 3300  
Chicago, IL  
60611-1901

David Saltz  
(312) 751-3530 Direct  
(312) 751-8878 Office  
(312) 203-2114 Cell  
(312) 751-8191 Fax  
[david.saltz@fleishman.com](mailto:david.saltz@fleishman.com)

Public Relations and  
Crisis Management

1615 L Street NW,  
Suite 1000  
Washington, D.C.  
20036-5610

Benjamin (Ben) Kincannon  
(617) 692-0501 Office  
(508) 314-4154 Cell  
(617) 267-5905 Fax  
[ben.kincannon@fleishman.com](mailto:ben.kincannon@fleishman.com)

**Hill and Knowlton, Inc.**

909 Third Avenue  
New York, NY 10022

Christopher R. Gidez  
(212) 885-0480 Direct  
(212) 885-0300 Office  
(914) 319-6582 Cell  
(212) 885-0524 Fax  
[chris.gidez@hillandknowlton.com](mailto:chris.gidez@hillandknowlton.com)

(888) 264-5193

Public Relations and  
Crisis Management

Richard (Dick) C. Hyde  
(212) 885-0372 Direct  
(212) 885-0300 Office  
(917) 816-2208 Cell  
(212) 855-0570 Fax  
[dhyde@hillandknowlton.com](mailto:dhyde@hillandknowlton.com)

55 Metcalfe Street,  
Suite 1100  
Ottawa, Canada  
K1P 6L5

Jo-Anne Polak  
(613) 786-9954 Direct  
(613) 238-4371 Office  
(613) 761-2684 Cell  
(613) 238-8642 Fax  
[ipolak@hillandknowlton.com](mailto:ipolak@hillandknowlton.com)

**Lexicon Communications Corp.**

520 Bellmore Way  
Pasadena, CA 91103

Steven B. Fink  
(626) 683-9333 Direct  
(626) 683-9200 Ext. 225 Office  
(626) 253-1519 Cell  
(626) 449-7659 Fax  
[sfink@lexiconcorp.com](mailto:sfink@lexiconcorp.com)

(626) 683-9333

Public Relations and  
Crisis Management

Daryn Teague  
(661) 297-5292 Direct  
(805) 358-3058 Cell

**Robinson Lerer & Montgomery**

1345 Avenue of the Americas, 4<sup>th</sup> Floor  
New York, NY 10105

Michael Gross  
(646) 805-2003 Direct  
(646) 805-2000 Office  
(917) 853-0620 Cell  
(646) 557-0002 Fax  
(718) 788-5281 Home  
[mgross@rlmnet.com](mailto:mgross@rlmnet.com)

(646) 805-2000

Public Relations and  
Crisis Management

Patrick S. Gallagher  
(646) 805-2007 Direct  
(646) 805-2000 Office  
(917) 328-9333 Cell  
(646) 805-2829 Fax  
(914) 232-4256 Home  
[pgallagher@rlmnet.com](mailto:pgallagher@rlmnet.com)

**Sard Verbinnen & Co.**

630 Third Avenue,  
9<sup>th</sup> Floor  
New York, NY 10017

George Sard  
(212) 687-8080 Office  
(212) 687-8344 Fax  
[gsard@sardverb.com](mailto:gsard@sardverb.com)

(917) 750-4392

Public Relations and  
Crisis Management

Paul Verbinnen  
(212) 687-8080 Office  
(212) 687-8344 Fax  
[pv@sardverb.com](mailto:pv@sardverb.com)

190 S. LaSalle Street,  
Suite 1600  
Chicago, IL 60603

Brad Wilks  
(312) 895-4740 Direct  
(312) 895-4700 Office  
(312) 895-4747 Fax  
[bwilks@sardverb.com](mailto:bwilks@sardverb.com)

275 Battery Street,  
Suite 480  
San Francisco, CA  
94111

Paul Kranhold  
(415) 618-8750 Office  
(415) 568-9580 Fax  
[pkranhold@sardverb.com](mailto:pkranhold@sardverb.com)

**Sitrick and Company, Inc.**

655 Third Avenue,  
22<sup>nd</sup> Floor  
New York, NY 10017

Jeffrey S. Lloyd  
(212) 660-6393 Direct  
(212) 573-6100 Office  
(310) 963-2850 Cell  
(212) 573-6165 Fax  
[jeff\\_lloyd@sitrick.com](mailto:jeff_lloyd@sitrick.com)

(310) 358-1011

Public Relations and  
Crisis Management

1840 Century Park East,  
Suite 800  
Los Angeles, CA  
90067

Michael S. Sitrick  
(310) 788-2850 Direct  
(310) 788-2855 Fax  
[mike\\_sitrick@sitrick.com](mailto:mike_sitrick@sitrick.com)

**The Torrenzano Group**

The Lincoln Building  
60 East 42<sup>nd</sup> Street,  
Suite 2112  
New York, NY 10165-2112

Richard Torrenzano  
(212) 681-1700 Ext. 111 Direct  
(212) 681-6961 Fax  
[richard@torrenzano.com](mailto:richard@torrenzano.com)

Public Relation and  
Crisis Management

Edward A. Orgon  
(212) 681-1700 Ext. 102 Direct  
(917) 539-4000 Cell  
(212) 681-6961 Fax  
[ed@torrenzano.com](mailto:ed@torrenzano.com)

**Zeno Group**

The Foundry Building  
10555 Thomas Jefferson  
Street NW  
Washington, D.C.  
20007

Phillip Armstrong  
(202) 965-7801 Direct  
(202) 669-9926 Cell  
[phil.armstrong@zenogroup.com](mailto:phil.armstrong@zenogroup.com)

Public Relations and  
Crisis Management

**THE FOLLOWING NON-PUBLIC RELATIONS FIRMS ARE APPROVED CRISIS RESPONSE FIRMS.**

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
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**Coventry Health Care, Inc.**

3200 Highland Avenue  
Downers Grove, IL  
60515

Nicole Bennet-Denson  
(212) 283-7183 Fax  
(646) 284-8835 Cell  
[nxbennettden@cvty.com](mailto:nxbennettden@cvty.com)

(800) 552-5378  
Crisis Response  
  
(888) 736-3272  
Case Management

Psychological  
Counseling,  
Medical Case  
Management,  
Medical Cost  
Projection and  
Containment.

Anthony Nastasi  
(914) 874-4727 Cell  
(845) 265-5086 Fax  
[atnastasi@cvty.com](mailto:atnastasi@cvty.com)

**D.A.R., Inc.**

4 Iris Drive  
Scarborough, Maine  
04074

David W. Hunt  
(207) 415-0735 Direct  
(207) 883-0493 Home  
(207) 883-2436 Fax  
[dhunt12348@aol.com](mailto:dhunt12348@aol.com)

Crisis Management,  
Global Investigative  
Services, Access to  
Local, State and  
Federal Police  
Authorities, National  
& International  
Intelligence Agencies,  
Crisis Management  
Training, Threat and  
Vulnerability  
Assessment.

**GAB Robbins North America, Inc.**

560 Peoples Plaza,  
Suite 215  
Newark, Delaware  
19702

Gail Oliver  
(302) 838-1684 Direct  
(302) 521-4985 Cell  
(302) 838-1685 Fax  
[oliverg@gabrobbins.com](mailto:oliverg@gabrobbins.com)

Claims Investigative  
Services, Appraisal  
Services, Emergency  
Claims Services and  
Loss Call Center  
Operations.

**Marsh, Inc. (Reputational Risk & Crisis Management Group)**  
(Formerly Kroll Associates)

1166 Avenue of the  
Americas  
New York, NY 10036

Ilene Merdinger  
(212) 345-1690 Direct  
(914) 924-1040 Cell  
(212) 948-8638 Fax  
[ilene.merdinger@marsh.com](mailto:ilene.merdinger@marsh.com)

Crisis Management  
and Investigative  
Services

Larry Walsh  
(212) 345-2765 Direct  
(917) 841-8839 Cell  
(212) 948-8638 Fax  
[larry.walsh@marsh.com](mailto:larry.walsh@marsh.com)

1255 23<sup>rd</sup> Street NW  
Washington, D.C. 20037

Robert Wilkerson  
(202) 263-7920 Direct  
(202) 256-4931 Cell  
(202) 263-7900 Fax  
[robert.wilkerson@marsh.com](mailto:robert.wilkerson@marsh.com)

ENDORSEMENT No. 10

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Definition of Insured Amendatory Endorsement  
(Programs)

TO THE EXTENT THE TERMS OF THIS ENDORSEMENT CONFLICT WITH ANY OTHER TERMS OR CONDITIONS OF THIS POLICY OR ITS ENDORSEMENTS, THE TERMS OF THIS ENDORSEMENT SHALL SUPERSEDE.

This policy is amended as follows:

Section VII. DEFINITIONS, Paragraph R. is deleted in its entirety and replaced by the following:

Named Insured means:

1. the person or organization first named as the **Named Insured** on the Declarations Page of this policy (the "First Named Insured");
2. any other person or organization named as a **Named Insured** on the Declarations Page;
3. any subsidiary or acquired company or corporation (including subsidiaries thereof) and any other legal entities including joint ventures, limited liability companies and partnerships) in which:
  - a. one or more **Named Insureds**, identified in paragraphs 1. or 2. above, singly or combined, has more than a 50% ownership; or
  - b. any **Name Insured** identified in paragraphs 1. or 2.a. above, exercises management or financial control; or
  - c. any **Named Insured** identified in paragraphs 1. or 2.a. above, has the written contractual responsibility of placing insurance such as is provided by this policy for each such entity. However, in no event shall the insurance so afforded by this subparagraph have limits of liability greater than, or coverage broader than, the limits of liability and coverage otherwise afforded by this policy.

Notwithstanding any of the above, no person or organization is an **Insured** under this policy who is not an **Insured** under applicable **Scheduled Underlying Insurance**.

Acquired and Newly Formed Organizations

It is understood and agreed that you must provide us with prompt notice after the acquisition or formation of any organization which falls outside of the business of ownership, and management of real estate properties.

Coverage provided for any acquired organization does not apply to any damages resulting from an **Occurrence** that happened before such **Named Insured(s)** acquired such interest of at least fifty (50) percent or commenced exercising management or financial control or after such **Named Insured(s)** ceased to maintain such interest of at least fifty (50) percent or ceased to exercise management or financial control of such organization.

We may, at our option, make an additional premium charge for any organization that you acquire or form during the **Policy Period**. Additionally, we reserve the right to underwrite and require additional terms or conditions with respect to continued coverage of any organization that you acquire or form during the **Policy Period** which falls outside of the business of ownership and management of real estate properties.

**Partnerships, Joint Ventures and Limited Liability Companies:**

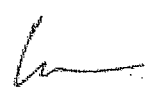
1. The insurance afforded under this endorsement shall not be subject to any requirement of **Section VII, Paragraph M.** that the partnership, joint venture, or limited liability company be shown as a **Named Insured** in Item 1. of the Declarations.
2. **Section VII. DEFINITIONS, Paragraph Z.** is amended to include the following additional provision:

This policy does not recognize erosion or exhaustion of the limits of any applicable **Scheduled Underlying Insurance** due to scaling of limits provisions relating to joint ventures, partnerships, or limited liability companies.

Notwithstanding any of the above, the **Named Insured** provisions in **Section VII, Paragraph 2.**, as amended above, apply only with respect to the **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** arising out of:

1. the ownership, management, operation or maintenance or use of the designated premises listed in the schedule of designated premises which is attached to or referenced in this policy; or
2. operations listed in the schedule of designated premises or operations elsewhere that are necessary or incidental to the ownership, maintenance or use of the designated premises.

All other terms, conditions, definitions and exclusions of this policy remain unchanged.

  
Christopher G. Kopser

Authorized Representative  
or Countersignature (Where Applicable)



ENDORSEMENT No. 11

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Employers' Liability / Stop Gap Limitation Endorsement**

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

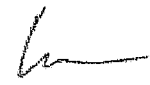
**Employers' Liability**

This insurance does not apply to **Bodily Injury** to any employee of the **Insured** arising out of and in the course of the employee's employment by the **Insured**.

However, if insurance for such **Bodily Injury** is provided by a policy listed in the **Scheduled Underlying Insurance**:

1. The above exclusion shall not apply; and
2. Coverage under this policy for such **Bodily Injury** will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

  
Christopher G. Kopser

Authorized Representative  
or Countersignature (Where Applicable)

ENDORSEMENT No. 12

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Employee Benefits Liability Follow Form Endorsement**

Section V. EXCLUSIONS is amended to include the following additional exclusion:

**Employee Benefits Liability**

This insurance does not apply to any liability arising out of:

1. any violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by ERISA or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government-mandated disability benefits; or
2. any act, error or omission committed by or on behalf of the Insured solely in the performance of one or more of the following administrative duties or activities:
  - a. giving counsel to employees with respect to a Plan;
  - b. interpreting a Plan;
  - c. handling of records in connection with a Plan;
  - d. effecting enrollment, termination or cancellation of employees under a Plan; or
  - e. any claim against an Insured solely by reason of his, her or its status as an administrator, the Plan or you as sponsor of the Plan.

However, this exclusion will not apply only if and to the extent that coverage for such liability is provided by Scheduled Underlying Insurance.

Coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of Scheduled Underlying Insurance, subject to the Policy Period, Limits of Insurance, premium and retentions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by Scheduled Underlying Insurance.

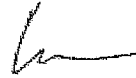
Section VII. DEFINITIONS is amended to include the following additional definitions:

ERISA as used in this endorsement means the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), and including any amendment or revisions thereto, or any similar common or statutory law of the United States, Canada or any state or jurisdiction anywhere in the world to which a Plan is subject.

Plan as used in this endorsement means any plan, fund or program established anywhere in the world, regardless of whether it is subject to regulation under Title 1 of ERISA or meets the requirements for qualification under Section 401 of the Internal Revenue Code of 1986, as amended and which is:

1. a welfare plan, as defined in ERISA or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government-mandated disability benefits;
2. a pension plan as defined in ERISA or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government-mandated disability benefits; or
3. a combination of 1. and 2. above.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative  
or Countersignature (Where Applicable)

ENDORSEMENT No. 13

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse<sup>SM</sup>

Foreign Liability Exclusion

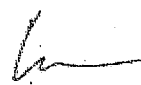
This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Foreign Liability

This insurance does not apply to **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** caused by an **Occurrence** that takes place outside the United States of America, its territories or possessions, Puerto Rico or Canada.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

  
Christopher G. Kopser

\_\_\_\_\_  
Authorized Representative  
or Countersignature (Where Applicable)

ENDORSEMENT No. 14

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no.: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Fungus Exclusion Endorsement**

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

This insurance does not apply to:

**Bodily Injury, Property Damage or Personal Injury and Advertising Injury** or any other loss, injury, damage, cost or expense, including, but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- a. Any **Fungus(i), Molds(s)**, mildew or yeast, or
- b. Any **Spore(s)** or toxins created or produced by or emanating from such **Fungus(i), Mold(s)**, mildew or yeast, or
- c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any **Fungus(i), Mold(s)**, mildew or yeast, or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **Fungus(i), Mold(s)**, mildew, yeast, or **Spore(s)** or toxins emanating therefrom.

Paragraphs a., b., c. and d. above apply regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, injury, damage, cost or expense.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supercede.

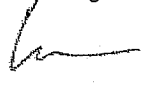
Section VII. DEFINITIONS is amended to include the following additional definitions:

**Fungus(i)** includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts and mushrooms.

**Mold(s)** includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.

**Spore(s)** means any dormant or reproductive body produced by or arising or emanating out of any **Fungus(i), Mold(s)**, mildew, plants, organisms or microorganisms.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

  
Christopher G. Kopser

Authorized Representative  
or Countersignature (Where Applicable)

ENDORSEMENT No. 15

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

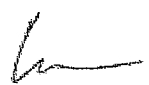
**Commercial Umbrella Liability Policy with CrisisResponse®**

**Knowledge of Occurrence Endorsement  
(Risk Management Department and Corporate Officer)**

This policy is amended as follows:

Notwithstanding any provision(s) in this Policy to the contrary, and solely as respects any loss reporting requirements under this Policy, it is understood that knowledge of **Occurrence** by the agent, servant or employee of the **Insured** or any other person shall not in itself constitute knowledge by the **Insured**, unless the Risk Manager, Risk Management Department, or any corporate officer received notice from said agent, servant, employee or any other person.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

  
\_\_\_\_\_  
Christopher G. Kopser

**Authorized Representative**  
or Countersignature (Where Applicable)

ENDORSEMENT No. 16

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Lead Exclusion Endorsement  
(Programs Version)

TO THE EXTENT ANY PROVISION OF THIS ENDORSEMENT CONFLICTS WITH ANY PROVISION OF  
THE POLICY OR ANY OF ITS OTHER ENDORSEMENTS, THE PROVISIONS OF THIS ENDORSEMENT  
WILL SUPERSEDE.

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Lead

This insurance does not apply to any liability arising out of lead or the lead content of products.

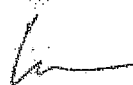
However, if insurance for **Bodily Injury** or **Property Damage** arising out of the presence of lead paint or  
lead products incorporated into:

1. any non-residential building; or
2. any residential building newly constructed (ground up) after 1980;

is provided by **Scheduled Underlying Insurance**:

- a. the exclusion above will not apply; and
- b. coverage under this policy for such **Bodily Injury** or **Property Damage** will follow the terms,  
definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy**  
**Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this  
policy. Provided, however, that coverage provided by this policy will be no broader than the coverage  
provided by **Scheduled Underlying Insurance**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

  
Christopher G. Kopser

Authorized Representative  
or Countersignature (Where Applicable)

ENDORSEMENT No. 17

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse<sup>SM</sup>

Marine Liability Exclusion

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Marine Liability

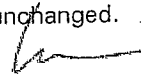
This insurance does not apply to any liability arising out of marine liability including, but not limited to the following types of marine liability and marine liability arising under the following laws or any amendments or revisions thereto:

Charterers Liability  
Protection and Indemnity including Collision  
Safe Berth Legal Liability  
Ship Builders Liability  
Ship Repairers Legal Liability  
Stevedores Liability  
Terminal Operation Liability  
Towers Liability  
Jones Act Coverage  
U.S. Longshoreman and Harbor Workers Compensation Act  
Wharfingers Liability

This insurance does not apply to any liability arising out of:

1. the maintenance, fueling, loading or unloading of any watercraft or **Property Damage** to any watercraft in the **Insured's** care, custody or control;
2. **Bodily Injury** to passengers or **Property Damage** to property of passengers arising from watercraft in the **Insured's** care, custody or control;
3. **Property Damage** to any dock, pier, harbor, bridge, buoy, lighthouse, breakwater structure, beacon, cable or to any fixed or movable object or property for which the **Insured** may be held liable; or
4. The cost or expense of, or incidental to, the removal of the wreck of any vessel.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

  
Christopher G. Kopser

Authorized Representative  
or Countersignature (Where Applicable)



ENDORSEMENT No. 18

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

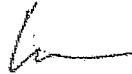
Named Insured Amendatory Endorsement  
(Paramount Real Estate Group, Inc.)

This policy is amended as follows:

DECLARATIONS, Item 1 is amended to include the following:

Paramount Real Estate Group, Inc. C/O Paramount Programs 4 Research Drive, Suite 402 - # 121, Shelton, CT.  
06484

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative  
or Countersignature (Where Applicable)

ENDORSEMENT No. 19

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Real Estate Advantage<sup>SM</sup> Coverage Enhancement Endorsement  
(Programs)**

TO THE EXTENT ANY PROVISION OF THIS ENDORSEMENT CONFLICTS WITH ANY PROVISION OF THE POLICY OR ANY OF ITS OTHER ENDORSEMENTS, THE PROVISIONS OF THIS ENDORSEMENT WILL SUPERSEDE.

This policy is amended as follows:

**Section VII. DEFINITIONS**, Paragraph U. is amended to add the following to the definition of **Personal Injury** and **Advertising Injury**:

Discrimination or humiliation on account of age, gender, race, color, national origin, creed, religion, sexual orientation, marital status, veterans status, pregnancy, sickness, disease, disability, physical capabilities, physical characteristics, physical condition, mental capabilities, mental condition, or any other similar category or class, but only if such discrimination or humiliation is:

- a. not committed by, at the direction of, or with the knowledge of you and or any of your executive officers or directors; and
- b. not directly or indirectly related to the employment of any person or persons by you.

Where coverage for such discrimination or humiliation is not provided by any applicable **Scheduled Underlying Insurance**, the coverage for such discrimination or humiliation shall be provided excess of the following Discrimination or Humiliation Self Insured Retention:

"Minimum of \$1,000,000 Each Occurrence or if the Scheduled Underlying Insurance Each Occurrence limit is greater than \$1,000,000 the Scheduled Underlying Insurance Each Occurrence amount shall apply." (As respects all damages arising out of discrimination or humiliation covered under this policy). This Self-Insured Retention will not be reduced by **Defense Expenses**.

The above Discrimination or Humiliation Self-Insured Retention applies whether or not there is any available **Other Insurance**. If there is **Other Insurance** applicable to a **Loss**, amounts received through such **Other Insurance** for payment of the **Loss** may be applied to reduce or exhaust the above Self-Insured Retention if such policies were purchased by the **Named Insured** to specifically apply as underlying insurance to this policy. However, in no event will amounts received through such **Other Insurance** for the payment of **Defense Expenses** reduce the above Self-Insured Retention.

Where the coverage provided by this policy for discrimination or humiliation is subject to the above Discrimination or Humiliation Self-Insured Retention, solely for the purpose of such coverage **Section III. DEFENSE PROVISIONS** Paragraphs A. and D. are deleted in their entirety and Paragraph A. is replaced by the following:

- A. We will have the right and duty to defend any **Suit** against the **Insured** that seeks damages for **Personal Injury and Advertising Injury** arising out of discrimination or humiliation covered by this policy, even if the **Suit** is groundless, false or fraudulent when the Discrimination or Humiliation Self Insured Retention has been exhausted by **Loss** to which this policy applies and the total applicable limits of **Other Insurance** have been exhausted.

If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.

Section V. **EXCLUSIONS** is amended to include the following additional exclusion:

**Professional Liability**

This insurance does not apply to any liability arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the **Insured** or any person for whom the **Insured** is legally responsible. It is understood this exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

However:

1. this exclusion shall not apply to resultant **Bodily Injury** or **Property Damage** arising out of professional services performed by or on behalf of the **Insured**; and
2. this exclusion shall not apply to services performed by or on behalf of the **Insured** within construction means, methods, techniques, sequences and procedures in connection with **Insured's** operations in the **Insured's** capacity as a construction contractor; and
3. this exclusion shall not apply to and this policy shall provide coverage for liability for all sums in excess of the **Retained Limit** that the **Insured** becomes legally obligated to pay by reason of liability imposed by law because of a **Wrongful Act** arising from the rendering or failing to render **Professional Legal Services** by any attorney-at-law who is an employee of or a salaried officer of the **Named Insured**.

Where the coverage provided by this policy for liability arising out of any act, error, omission, malpractice or mistake of a professional nature is not provided by any applicable **Scheduled Underlying Insurance**, the coverage for such liability shall be provided excess of the following Professional Liability Self Insured Retention:

"Minimum of \$1,000,000 Each Occurrence or if the Scheduled Underlying Insurance Each Occurrence limit is greater than \$1,000,000 the Scheduled Underlying Insurance Each Occurrence amount shall apply." (As respects all damages arising out of professional liability covered under this policy). This Professional Liability Self-Insured Retention will not be reduced by **Defense Expenses**.

The above Professional Liability Self-Insured Retention applies whether or not there is any available **Other Insurance**. If there is **Other Insurance** applicable to a **Loss**, amounts received through such **Other Insurance** for payment of the **Loss** may be applied to reduce or exhaust the above Professional Liability Self-Insured Retention if such policies were purchased by the **Named Insured** to specifically apply as underlying insurance to this policy. However, in no event will amounts received through such **Other Insurance** for the payment of **Defense Expenses** reduce the above Self-Insured Retention.

For the purpose of the coverage provided by this endorsement for a **Wrongful Act** arising from the rendering or failing to render **Professional Legal Services** only, **Section III. DEFENSE PROVISIONS**, Paragraphs A. and B. are deleted in their entireties and replaced by the following:

- A. We will have the right and duty to defend any **Suit** against the **Insured** that seeks damages for a **Wrongful Act** arising from the rendering or failing to render **Professional Legal** covered by this policy,

even if the **Suit** is groundless, false or fraudulent when the applicable limits of **Scheduled Underlying Insurance** or the Professional Liability Self-Insured Retention (whichever applies) has been exhausted by **Loss** to which this policy applies and the total applicable limits of **Other Insurance** have been exhausted.

If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.

- B. We will have no duty to defend the **Insured** against any **Suit** seeking damages for **Wrongful Act** arising from the rendering or failing to render **Professional Legal Services** to which this insurance does not apply.

For the purpose of the coverage provided by this endorsement only, **Section VII. DEFINITIONS**, is amended to include the following additional definitions:

**Defense Expenses** means a payment allocated to defend a specific **Suit**, including but not limited to:

1. Attorneys' fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or **Suit**;
4. Court costs taxed against the **Insured** in any **Suit**;
5. Pre-judgment interest awarded against the **Insured**; and
6. Interest that accrues after entry of judgment.


**Professional Legal Services** means the following legal services and activities while performed by or on behalf of the **Named Insured** or any person for whom the **Named Insured** is legally responsible:

- 1) performed as a lawyer, notary public, arbitrator, mediator, title insurance agent, designated issuing lawyer to a title insurance company, fiduciary, or speaker or author of legal treatises; or
- 2) provided by a lawyer in connection with any bar association, its governing board, or any of its committees.

**Wrongful Act** means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed by or on behalf of the **Named Insured** or any person for whom the **Named Insured** is legally responsible in the performance of **Professional Legal Services**.

**Section IV. LIMITS OF INSURANCE**, Paragraph E. is deleted in its entirety.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

  
Christopher G. Kopser

Authorized Representative or  
Countersignature (Where Applicable)

ENDORSEMENT No. 20

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Real Estate Advantage<sup>SM</sup> Named Peril and Time Element Pollution  
Self-Insured Retention Endorsement  
(Programs)

This policy is amended as follows:

Section V. EXCLUSIONS, Paragraph Q. Pollution is deleted in its entirety and replaced by the following:

Pollution

This insurance does not apply to:

1. Any **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** anywhere at any time;
2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
3. Any loss, cost or expense arising out of any claim or **Suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**.

However, Paragraph 1 of this exclusion will not apply to:

- i. **Bodily Injury or Property Damage** arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** directly or indirectly caused by fire (including heat, smoke or fumes from a **Hostile Fire**), explosion, **Pesticide, Herbicide, or Fungicide Application**, lightning, windstorm, vandalism or malicious mischief, riot or civil commotion, flood, earthquake, automatic sprinkler leakage, collision or upset of an **Auto or Mobile Equipment** or aircraft; or
- ii. **Bodily Injury** sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment used to heat water for personal use, by the building's occupants or their guests, or arising out of carbon dioxide or carbon monoxide inhalation due to improper circulation of air; or
- iii. **Bodily Injury or Property Damage** for which you may be held liable if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional **Insured** with respect to your ongoing operations performed for that additional **Insured** at such premises, site or location, and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **Insured**, other than the additional **Insured**; or

- iv. **Bodily Injury or Property Damage** arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform normal electrical, hydraulic or mechanical functions necessary for the operation of **Mobile Equipment** or its parts if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **Bodily Injury or Property Damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured contractor or subcontractor; or
- v. **Bodily Injury or Property Damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- vi. **Bodily Injury or Property Damage** arising out of fuels, lubricants, fluids, exhaust gases or other similar **Pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an **Auto** or its parts, if:
  - (a) the **Pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **Auto** part designed by its manufacturer to hold, store, receive or dispose of such **Pollutants**; and
  - (b) the **Bodily Injury or Property Damage** does not arise out of the operation of any equipment shown in Paragraphs 6b and 6c of the definition of **Mobile Equipment**; or
- vii. **Bodily Injury or Property Damage** arising out of any chemical, compound or material used for the maintenance of a swimming pool, whirlpool, or spa, including but not limited to: chlorine, hydrochloric acid, bromine, sodium hydroxide, sodium bicarbonate, soda ash, diatomaceous earth, muriatic acid;
- viii. **Bodily Injury or Property Damage** arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** and included within the **Products-Completed Operations Hazard** provided that **Your Product or Your Work** has not at any time been:
  - discarded, dumped, abandoned, thrown away; or
  - transported, handled, stored, treated, disposed of or processed as waste;
  - by anyone; or
- ix. **Bodily Injury or Property Damage** arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** that meets all of the following conditions:
  - a. It was accidental and neither expected nor intended by the **Insured**. This condition would not serve to deny coverage for a non-routine incident where such discharge, dispersal, seepage, migration, release or escape of pollutants was a result of an attempt by the **Insured** to mitigate or avoid a situation where substantial third party **Bodily Injury or Property Damage** could occur;
  - b. It was demonstrable as having commenced on a specific date during the **Policy Period**;
  - c. Its commencement became known to the **Insured** within (30) calendar days;
  - d. Its commencement was reported in writing to us within (90) calendar days of becoming known to any officer of the **Insured**; any manager in your risk management, insurance or

legal department; any employee who was authorized by you to give or receive notice of an **Occurrence**, claim or Suit; or any **Insured** authorized or responsible to report the commencement; and

- e. Reasonable effort was expended by the **Insured** to terminate the discharge, dispersal, seepage, migration, release or escape of **Pollutants** as soon as conditions permitted.

However, nothing contained in this endorsement will operate to provide any coverage with respect to:

- a. Any site or location principally used by the **Insured**, or by others on the **Insured's** behalf, for the handling, storage, disposal, dumping, processing or treatment of waste material;
- b. Any fines or penalties;
- c. Any clean up loss, cost or expense arising out of any governmental request, demand, order or statutory or regulatory requirement. However, this provision c. will not apply to third party clean up loss, cost or expense otherwise covered by this endorsement that are also the subject of a governmental request, demand, order or statutory or regulatory requirement;
- d. Acid rain or acid runoff;
- e. Clean-up, removal, containment, treatment, detoxification or neutralization of **Pollutants** situated on premises which the **Insured** owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said **Pollutants**; or
- f. Any **Bodily Injury, Property Damage or Personal Injury and Advertising Injury**, or any loss, cost or expense arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** in knowing violation of or non compliance with governmental permits.

For the purpose of this endorsement only, the SELF-INSURED RETENTION in ITEM 5. of the DECLARATIONS, is amended to include the following additional provision:

"Minimum of \$1,000,000 Each Occurrence or if the Scheduled Underlying Insurance Each Occurrence limit is greater than \$1,000,000 the Scheduled Underlying Insurance Each Occurrence amount shall apply." (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** covered under this endorsement). This Self-Insured Retention will not be reduced by Defense Expenses.

The above Self-Insured Retention applies whether or not there is any available **Scheduled Underlying Insurance** or **Other Insurance**. If there is **Scheduled Underlying Insurance** or **Other Insurance** applicable to a **Loss**, amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for payment of the **Loss** may be applied to reduce or exhaust the above Self-Insured Retention if such policies were purchased by the **Named Insured** to specifically apply as underlying insurance to this policy. However, in no event will amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for the payment of **Defense Expenses** reduce the above Self-Insured Retention.

For the purpose of this endorsement only, **Section III. DEFENSE PROVISIONS** Paragraphs A. and D. are deleted in their entirety and Paragraph A. is replaced by the following:

We will have no duty to defend any **Suit** against the **Insured** until the above **Self-Insured Retention** is exhausted by payment of **Loss**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this endorsement may apply. If we exercise this right, we will do so at our own expense.

For the purpose of this endorsement only, **Section VII. DEFINITIONS** is amended to include the following additional definitions:

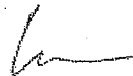
**Defense Expenses** means a payment allocated to defend a specific **Suit**, including but not limited to:

1. Attorneys' fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or **Suit**;
4. Court costs taxed against the **Insured** in any **Suit**;
5. Pre-judgment interest awarded against the **Insured**; and
6. Interest that accrues after entry of judgment.

**Pesticide, Herbicide, or Fungicide Application** means application of any toxic substance designed to destroy animal, plant, or fungal pests, but only if such application meets all of the following preconditions:

1. the contractor or subcontractor applying the pesticide, herbicide or fungicide satisfies all applicable federal, state or local licensing or registration requirements for such applicators; and
2. the application operations, including the use of the pesticides, herbicides or fungicides applied, meet all standards of any statute, ordinance, regulation, licensing or registration requirement of any federal, state or local government which apply to those operations.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative or  
Countersignature (Where Applicable)



ENDORSEMENT No. 21

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Specified Operations/Risks Exclusion Endorsement  
(Paramount Real Estate Group, Inc. C/O Paramount Programs)

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

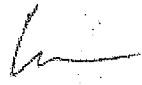
**Specified Operations/Risks**

This insurance does not apply to any liability arising out of the operations and/or risks listed in the  
Schedule below:

**Schedule**

1. Adult or Child Daycare services when performed by or on behalf of the **Insured** to third parties for a fee;
2. Construction Companies performing services by or on behalf of the **Insured** to third parties for a fee;
3. Security Guard Services, when performed by or on behalf of the **Insured** to third parties for a fee;
4. Schools;
5. Religious Organizations or Institutions; or
6. Casinos.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

  
\_\_\_\_\_  
Christopher G. Kopser

**Authorized Representative**  
or Countersignature (Where Applicable)

ENDORSEMENT No. 22

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no.: PRMT 015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

UTAH CANCELLATION/NONRENEWAL AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

It is hereby agreed that this insurance policy, if in effect for sixty (60) days or more, may not be cancelled by the Insurer except for failure to pay a premium when due or for one of the following reasons:

1. Material misrepresentation;
2. Substantial breaches of contractual duties, conditions or warranties;
3. Attainment of the age specified as the terminal age for coverage (notice is necessary, see Notice Section below);
4. With automobile insurance revocation or suspension of the driver's license of the named Insured or any other person who customarily drives the car;
5. Substantial change in the risk assumed, unless the Insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract.

Insurance policies in effect for less than sixty (60) days may be cancelled for any reason provided the policy is not a renewal.

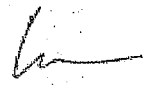
NOTICE OF CANCELLATION/NONRENEWAL

- A. Cancellation, except for nonpayment of premium, is effective thirty (30) days after the delivery or first class mailing of a written notice to the policyholder.
- B. Cancellation for nonpayment of premium is effective ten (10) days after delivery or first class mailing of the notice. This notice shall include a statement of the reason for cancellation.
- C. The above sections do not apply to any insurance contract that has not been previously renewed if the contract has been in effect less than sixty (60) days when the notice of cancellation is mailed or delivered. Cancellation in this circumstance is effective at least ten (10) days after delivery to the Insured of a written notice. If notice is sent by first class mail, postage prepaid, to the Insured at his last known address, delivery is considered accomplished after the passing of the statutory mailing time.
- D. If the Insurer elects not to renew this policy, the Insurer will give, mail or deliver written notice of nonrenewal to the first Named Insured at least thirty (30) days prior to the expiration date of the policy.
- E. However, the Insurer need not give, mail or deliver this notice if:
  - i. The Insurer or a company within the same insurance group has offered to issue a renewal policy; or

- ii. The first Named Insured has obtained, or has agreed in writing to obtain replacement coverage.
  - iii. The first Named Insured has failed to pay any renewal premium due, provided that notice of such premium is provided, no more than forty five (45) and not less than fourteen (14), days prior to the expiration of the policy.
- F. The Insurer shall provide to the first Named Insured at the mailing address shown on the policy written notice of premium increase, change in deductible, reduction in limits or coverage not less than thirty (30) days prior to the expiration date of the policy.

If the Insurer fails to provide such notice, the new terms or rates do not take effect until thirty (30) days after the notice is delivered or sent by first class mail. In which case the Insured may elect to cancel the renewal policy at anytime during the thirty (30) days.

All other terms, conditions and exclusions shall remain unchanged.

  
Christopher G. Kopser

Authorized Representative

ENDORSEMENT No. 23

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

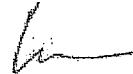
Commercial Umbrella Liability Policy With CrisisResponse®

Violation of Economic or Trade Sanctions Condition Amendment Endorsement

This policy is amended as follows:

Section VI. CONDITIONS, Paragraph R. Violation of Economic or Trade Sanctions is deleted in its entirety.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative  
or Countersignature (Where Applicable)

ENDORSEMENT No. 24

This endorsement, effective 12:01 AM: November 27, 2009

Forms a part of policy no: PRMT015153338

Issued to: THE UNION SQUARE OWNERS ASSOCIATION DBA THE SKY LO  
DGE

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy With CrisisResponse®

Water Sports Exclusion Endorsement

This policy is amended as follows:

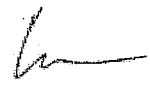
Section V. EXCLUSIONS, is amended to include the following additional exclusion:

Water Sports

This insurance does not apply to any liability arising out of the rental or use of any of the following:

1. jet skis;
2. parasailing equipment;
3. watergliding equipment; or
4. any other water sports equipment rented or provided by the Insured.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

  
Christopher G. Kopser

Authorized Representative  
or Countersignature (Where Applicable)

# CRISIS RESPONSE<sup>®</sup>

Funds and Resources for  
Managing a Crisis

One phone call immediately after a catastrophe strikes can provide:

- Up to \$250,000 outside of the umbrella limit for covered expenses such as temporary living, travel, psychological counseling, medical and funeral expenses.
- Up to \$50,000 outside of the umbrella limit for public relations expenses incurred during a crisis.
- Immediate access to the expertise of the AIG Excess Casualty<sup>®</sup> claims team to assist in managing the crisis situation.
- Resources and expertise from an extensive list of the nation's leading public relations firms and crisis management experts to help prevent damage to the company's reputation and loss of valued customers.
- Assistance in creating an immediate and effective public response at no additional cost.

**AIG<sup>®</sup>** Excess Casualty<sup>®</sup>

Coverages provided by the member companies of American International Group, Inc. The descriptions contained herein are summaries only. Please see actual policy for full terms, conditions and exclusions. All submissions are subject to underwriting guidelines. Coverage may not be available in all jurisdictions.

24-Hour, Toll Free Hotline: 1-877-AIG-3100

## CRISIS RESPONSE<sup>®</sup>

877-AIG-3100

For immediate assistance, call our toll free,  
24 hour hot line, without delay,  
to report a crisis event.

**AIG<sup>®</sup>** Excess Casualty<sup>®</sup>

## CRISIS RESPONSE<sup>®</sup>

877-AIG-3100

For immediate assistance, call our toll free,  
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24 hour hot line, without delay,  
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**AIG<sup>®</sup>** Excess Casualty<sup>®</sup>

## CRISIS RESPONSE<sup>®</sup>

877-AIG-3100

For immediate assistance, call our toll free,  
24 hour hot line, without delay,  
to report a crisis event.

**AIG<sup>®</sup>** Excess Casualty<sup>®</sup>

COMMERCIAL INSURANCE

FOR

## **Cloudnine Resorts-Sky Lodge**

POLICY PERIOD  
01/02/10 TO 01/02/11

PROFESSIONAL LIABILITY POLICY

PRESENTED BY  
**WILLIAM H. UNDERWOOD**

**SENTRY WEST INSURANCE SERVICES**

3860 South 2300 East  
Salt Lake City, UT 84109

Phone (801) 272-8468 Fax (801) 277-3511



# ADMIRAL INSURANCE COMPANY

A Stock Company

## COMMERCIAL LINES POLICY

THIS POLICY IS NOT OBTAINED PRIMARILY FOR PERSONAL, FAMILY  
OR HOUSEHOLD PURPOSES.

THIS POLICY CONSISTS OF:

- DECLARATIONS
- COMMON POLICY CONDITIONS
- ONE OR MORE COVERAGE PARTS. A COVERAGE PART CONSISTS OF:
  - ONE OR MORE COVERAGE FORMS
  - APPLICABLE FORMS AND ENDORSEMENTS

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Secretary

President and CEO

1255 Caldwell Road

Cherry Hill, NJ 08034

Telephone (856) 429-9200

Facsimile (856) 429-8611

JA1001 (01/02)

A BERKLEY COMPANY®



ADMIRAL INSURANCE COMPANY

A STOCK COMPANY  
(herein called "the Company")

PROFESSIONAL LIABILITY POLICY  
DECLARATIONS  
(CLAIMS-MADE FORM)



Policy No.: EO000008142-03

Renewal/Rewrite of: EO000008142-02

"Named Insured" and Mailing Address

CLOUDNINE RESORTS - SKY LODGE  
MANAGEMENT, LLC  
P.O. BOX 683300  
PARK CITY, UT 84068

"POLICY PERIOD": From 01/02/2010 to 01/02/2011 At 12:01 A.M. Standard Time at the address of the "Named Insured" as stated herein

In consideration of the payment of premium, in reliance upon the statements herein or attached hereto, and subject to all of the terms of this policy, the Company agrees with the "Named Insured" as follows:

Item I: "Named Insured's" Business:  
Spa Services (Non-Surgical Procedures Only)

Item II: Limits of Liability:  
\$1,000,000 Each "Claim"  
\$1,000,000 Aggregate

Item III: Deductible: \$2,500 Per Claim (including "claim expenses")

Item IV: Retroactive Date: 01/02/2008

Item V: Premium: \$3,500.00 Not Subject to Audit  
\$0.00 Terrorism Premium  
\$3,500.00 Total Premium

Item VI: Forms attached at inception:

See Schedule of Forms AI 00 18 03 98

THE FOLLOWING APPLY IN ADDITION  
TO THE POLICY PREMIUM SHOWN  
STATE TAX \$170.00  
STAMPING FEE \$6.00

The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah Insurance Commissioner. This policy receives no protection from any of the guaranty associations created under Title 31A, Chapter 28.

NOTICE

Except to such extent as may otherwise be provided herein, the coverage of this policy is limited generally to liability for only those claims that are first made against the insured while the policy is in force. Please review the policy carefully and discuss the coverage thereunder with your insurance agent or broker

A SIGNED COPY OF THE "NAMED INSURED'S" APPLICATION FOR THIS POLICY IS MADE A PART HEREOF, AT INCEPTION.

This policy is not binding unless countersigned by Admiral Insurance Company or it's Authorized Representative.

Countersigned On: 01/06/2010

At: Seattle, WA

By: James S. Carey  
Authorized Representative

## SCHEDULE OF FORMS

Named Insured: CLOUDNINE RESORTS SKY - LODGE MANAGEMENT, LLC Policy No.: EQ000008142-03

FORM NUMBER	TITLE
JA10010102	COVER JACKET - ADMIRAL INSURANCE COMPANY
DE20290703	MISCELLANEOUS PROFESSIONAL LIABILITY DECLARATION
AI00180398	SCHEDULE OF FORMS
EO09421202	PROFESSIONAL LIABILITY INSURANCE CLAIMS MADE
AE07210998	MINIMUM RETAINED PREMIUM
EO01820104	AMENDED BODILY INJURY & PROPERTY DAMAGE EXCLUSION
EO07231004	WARRANTY OF GENERAL LIABILITY COVERAGE
EO10010207	LIMITED LIABILITY COMPANY (LLC) AS AN INSURED
AI08370901	MICROORGANISMS, BIOLOGICAL ORGANISMS OR ORGANIC CONTAMINANTS EXCLUSION (PROFESSIONAL BROAD FORM)
AI09930106	PROFESSIONAL LIABILITY TERRORISM EXCLUSION (ABSOLUTE)
AI09950506	AVIAN INFLUENZA A (AVIAN FLU) - ABSOLUTE EXCLUSION
AI44020398	SERVICE OF SUIT

## PROFESSIONAL LIABILITY INSURANCE

### Claims-Made

THIS IS A CLAIMS-MADE POLICY. COVERAGE AFFORDED BY THIS POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE "CLAIMS" THAT ARE FIRST MADE AGAINST YOU AND REPORTED IN WRITING TO US DURING THE POLICY PERIOD OR AN EXTENDED "CLAIM" REPORTING PERIOD. PLEASE REVIEW THIS POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

OUR LIMIT OF LIABILITY WILL BE REDUCED BY THE AMOUNTS INCURRED FOR "DAMAGES" AND "CLAIMS EXPENSES". AMOUNTS INCURRED FOR "DAMAGES" AND/OR "CLAIMS EXPENSES" WILL BE APPLIED AGAINST THE DEDUCTIBLE, IF APPLICABLE, BORNE BY THE INSURED.

Throughout this policy the words "you" and "your" refer to the "Insured". The word "Insured" means any person or organization qualifying as such under Section II. Definitions. The words "we", "us" and "our" refer to the Company providing this insurance. Refer to Section II. Definitions for the meaning of other phrases that appear in quotation marks.

In consideration of the premium paid, and in reliance upon the statements in the Application which is made a part of this Policy, and subject to the terms and conditions of this Policy, the Company agrees with the "Named Insured" as follows:

#### I. INSURING AGREEMENT

We will pay on behalf of the "Insured" those amounts in excess of the Deductible stated in the Declarations, if applicable, which you are legally obligated to pay as "damages" for a "claim" first made against you during the "policy period" and reported to us in writing during the "policy period", or an Extended "Claim" Reporting Period, provided that the following additional conditions are met:

- A. the "claim" results from a "professional incident" that takes place within the Policy Territory;
- B. the "claim" results from a "professional incident" that takes place during the "policy period" or on or after the "retroactive date" stated in the Declarations;
- C. prior to the effective date of this policy, no "Insured" had knowledge of a "professional incident" or circumstance that could reasonably be expected to result in a "claim"; and
- D. we receive notice of a "claim" within sixty (60) days after the expiration or termination date of this policy in accordance with:
  1. Section VII. "INSURED'S" DUTIES IN THE EVENT OF A "CLAIM"
  2. Section V. EXTENDED "CLAIM" REPORTING PERIOD.

Our obligation to pay "damages" applies only to the amount that exceeds the deductible, if any, stated in the Declarations.

We have the right and duty to defend any "claim" or suit against the "Insured" seeking "damages" because of a "professional incident", even if any of the allegations of the suit are groundless, false or

fraudulent. We may make such investigation of any "claim" or suit as we deem expedient. We shall not be obligated to pay any "claim", settlement or judgment and/or "claims expenses" or to defend any "claim" or suit after the applicable limit of liability has been exhausted by payment of "damages" and/or "claims expenses".

We have no obligation or duty to defend any "claim" or suit for which coverage is excluded hereunder or not otherwise afforded by this policy and we shall not be obligated to pay any "claims expenses" incurred by the "Insured" in the defense of any "claim" or suit not covered by this policy.

#### II. DEFINITIONS

- A. "Advertising Activities" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
  1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  2. Only that part of a web-site that promotes your goods, products or services for the purpose of attracting customers or supporters shall be considered "Advertising Activities";
- B. "Advertising Injury" means injury arising out of one or more of the following offenses committed in the course of the "Named Insured's" "Advertising Activities":
  1. Libel, slander or defamation;
  2. Disparaging a person's or organization's goods, products or services;
  3. Oral or written publication of material that violates a person's right of privacy;
  4. Misappropriation of advertising ideas or style of doing business;

5. Piracy or unfair competition;
6. Use of another's advertising ideas; or
7. Infringing upon another's copyright, title, slogan, patent, trademark, trade name, trade dress, or service mark.

C. "Automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto). "Automobile" also includes vehicles commonly described as mobile equipment, whether or not self-propelled, subject to vehicle registration or designed for use principally off public roads.

D. "Bodily Injury" means physical injury, sickness, disease, mental anguish, or emotional distress sustained by a person, including death resulting from any of these at any time.

E. "Claim" means:

1. a demand received by you for money or services; or
2. a written notice received by any "Insured" resulting from a "Professional Incident" that may result in a demand for money or services; or
3. service of suit, or notice received of the initiation of arbitration or other proceedings against you.

"Claim" includes "related claims". "Related claims" means two or more "claims" arising out of a negligent act, error or omission or negligent acts, errors or omissions that are logically or causally connected.

F. "Claim Expenses" means:

1. fees charged by an attorney designated by us;
2. all other fees, costs and expenses resulting from the investigation, adjustment, and defense of a "claim"; and the premiums for appeal, attachment or similar bonds, but only for bond amounts that are within our limit of liability.
3. interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under this policy;
4. allowable expenses of \$250 per day but no more than \$5,000 in total for the compensation to all "Insureds" for personally attending any legal proceeding at our request. These allowable expenses shall not be applied towards reducing the applicable deductible amount and are in addition to the limit of liability.

"Claim Expenses" do not include salaries or expenses of our regular employees or officials.

G. "Damages" means a monetary judgment, award or settlement. However, "damages" does not include:

1. punitive or exemplary damages or any damages which are a multiple of compensatory damages;
2. amounts the "Insured" is required to pay or return as restitution;
3. fines, penalties, sanctions, taxes or fees assessed against any "Insured";
4. judgments or awards arising from acts deemed uninsurable by law.

H. "Discrimination" means any alleged violation of any right which is or may be protected by state or federal constitutions; statutory or common law; ordinance; rule or regulation which prohibits conduct that has an unfavorable, unfair or disparate affect on individuals because of their personal status or characteristics, including but not limited to race, color, religion, national origin, age, sex, marital or parental status, sexual orientation or preference, disability, handicap, pregnancy, medical condition, or any other physical or mental characteristics or impairment;

I. "Insured" means:

1. the "Named Insured";
2. your current principals, partners, executive officers, directors, stockholders, trustees or employees while acting on your behalf within the course and scope of their duties as such;
3. your heirs, executors, administrators, and legal representatives in the event of death, incapacity or bankruptcy, but only for liability arising out of a "professional incident" performed by or on behalf of the "Named Insured" prior to such "Insured's" death, incapacity or bankruptcy;
4. leased personnel under your supervision, but only while acting on your behalf within the course and scope of their lease agreement and only if the "Named Insured" has agreed in writing to provide insurance to leased personnel;
5. temporary worker under your supervision, who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

J. "Intellectual Property" means property that is created through the intellectual efforts of its creator which is claimed to be protected by law.

K. "Named Insured" means the entity or individual named in the Declarations.

L. "Other Insurance" includes, but is not limited to, coverage or benefits provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, inter-insurance exchanges,

mutual insurance companies, stock insurance companies, risk retention groups, reciprocal exchanges, mutual benefit or assistance programs, or any other plan or agreement of risk assumption.

M. "Personal Injury" means injury, other than "advertising injury" or "bodily injury", arising out of one or more of the following offenses;

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. wrongful entry or wrongful eviction;
4. invasion of right of private occupancy;
5. oral or written publication of material that slanders or libels a person or organization or defames or disparages a person's or organization's goods, products or services;
6. oral or written publication of material that violates a person's right of privacy.

N. "Policy Period" means the period noted in the Declarations, or any shorter period resulting from a termination or cancellation of this policy.

O. "Professional Incident" means a negligent act, error or omission in the rendering of or failure to render "professional services" by you or a person acting under your direction, control or supervision and for whose acts, errors or omissions you are legally liable.

P. "Professional Services" means work performed by you for others involving specialized training, knowledge and skill in the pursuit of the business stated in the Declarations.

Q. "Property Damage" means:

1. physical injury to or destruction of tangible property, including all resulting loss of use of that property; or
2. clean-up costs; or
3. loss of use of tangible property that has not been physically injured or destroyed.

R. "Retroactive Date" means the date stated in Item 5. of the Declarations and is the earliest date that "professional incidents" to which this insurance applies will be covered by this policy.

S. "Sexual Harassment" means behavior of a licentious, immoral or sexual nature including, but not limited to, physical abuse, sexual abuse, sexual advances, sexual harassment, coercion, quid-pro-quo offer of work-favor for sexual favors, or other verbal or physical conduct of a sexual nature that detrimentally affects the working environment or that creates a hostile work environment.

T. "Trade Secret" means any information, including but not limited to customer lists, formulas, patterns, methods, programs, techniques, processes or a compilation which is claimed to be

confidential, proprietary and subject to protection from use or disclosure by applicable law;

U. "Wrongful Act" means any act, error, omission, misstatement, misleading statement, neglect or breach of duty owed to the corporation individually or collectively by the directors or officers of the "Named Insured". It is agreed that any "claim" or suit that is customarily covered in whole or in part by a Directors and Officers Liability policy shall not be covered under this policy;

### III. POLICY TERRITORY

This policy applies to "professional incidents" anywhere in the world provided the original suit for such damages is brought within the United States of America, its territories or possessions and Canada.

### IV. EXCLUSIONS

This policy does not apply to:

- A. any "claim" made by any "Insured" against any other "Insured";
- B. any liability based upon or arising out of any "claim" or circumstance that is reported to any other insurer by an "Insured" prior to the effective date of this policy;
- C. any liability based in whole or in part on any knowingly wrongful, dishonest, fraudulent, criminal or malicious act committed by or at the direction of any "Insured" in the course of providing "professional services". This exclusion does not apply to any liability of the "Named Insured" or any "Insured" who did not personally participate or personally commit the knowingly wrongful, dishonest, fraudulent, criminal or malicious act, if coverage would otherwise be afforded for the resulting "damages" by this policy;
- D. any liability based upon or arising out of the ownership, maintenance, use, loading, unloading, or entrustment to others, including the loaning thereof, of:
  1. any airplane, helicopter or aircraft;
  2. any "automobile", motorcycle, moped, truck, three-wheeler, snowmobile or other motor vehicle of whatever type or nature, whether designed for travel on or off public roads, or
  3. any motor or sail boats or other watercraft, of whatever type or nature, owned, operated, rented by or loaned to any "Insured";
- E. any liability based upon or arising out of any "professional incident" or circumstances that any "Insured" knows or should reasonably anticipate would result in a "claim" prior to the effective date of this policy;
- F. any liability based upon or arising out of the insolvency or bankruptcy of any "Insured" or any person, firm or organization;